

04-125



U.S. ECONOMIC ASSISTANCE PROGRAM IN EGYPT

**CONFORMED
COPY**

USAID Grant Number 263-K-648

SPECIAL CASH TRANSFER

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND

THE UNITED STATES OF AMERICA

Dated: 3 JUN 2004

"Certified to be a true copy of the original document signed by Ambassador C. David Welch, and Fayza Aboulnaga, Minister of State for Foreign Affairs.

Monica Smith

Monica Smith
Legal Advisor

		/ OBLIGATED	
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USAID Grant No. 263-K-648

Special Cash Transfer

Grant Agreement

Dated 3 JUN 2004

Between

The Arab Republic of Egypt ("A.R.E." or the "Grantee")
And

The United States of America, acting through the
U.S. Agency for International Development ("USAID").

ARTICLE I: Purpose

The purpose of this Grant Agreement ("Agreement") is to set out the understandings of the parties named above (the "Parties") about the program described below.

ARTICLE II: Strategic Objective and Result

SECTION 2.1. Strategic Objective. This Agreement is one of a number of agreements that fund activities and programs to achieve USAID/Egypt's Strategic Objective 16: Environment for Trade and Investment Strengthened.

SECTION 2.2. Result. In order to achieve this Strategic Objective, the result sought by this Agreement ("Result") is to improve the policy framework for trade and investment.

ARTICLE III. The Grant

SECTION 3.1. USAID Contribution. To help achieve the Result set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant to the Grantee, under the terms of this Agreement, not to exceed Three Hundred Million United States Dollars (\$300,000,000) (the "Grant").

ARTICLE IV. Requirements Precedent to Disbursement

SECTION 4.1. Requirements Precedent. Prior to the disbursement of any proceeds of the Grant, or to the issuance by USAID of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to USAID, in satisfactory form and substance:

- (a) a statement of the names of the persons holding the offices specified

in Section 8.2, and of any additional representatives, together with a specimen signature of each person so designated;

(b) a designation of the interest-bearing bank account to which the Grant proceeds are to be deposited, together with the Grantee's certification that such bank account is established and will be maintained in the manner required by Section 7.1 of this Agreement; and

(c) a statement of the means by which funds will be withdrawn from said bank account.

SECTION 4.2. Requirements Precedent to Performance Disbursements.

Except as the Parties may otherwise agree in writing, prior to the disbursement of Grant funds pursuant to Section 5.1 ("Performance Disbursement") or to the issuance by USAID of documentation pursuant to which such Performance Disbursement will be made:

(a) the requirements precedent set forth in Section 4.1 shall have been met;

(b) the Grantee shall be determined by USAID to be making satisfactory progress towards achievement of the Result through implementation of its comprehensive program of economic reforms agreed to by the Grantee and USAID; and

(c) the Grantee shall be determined by USAID to be in compliance with all of the terms, conditions and covenants of this Agreement.

SECTION 4.3. Notification. When the requirements precedent specified in Sections 4.1 and 4.2 have been met, the Grantee will be promptly notified by USAID.

SECTION 4.4. Terminal Dates for Requirements Precedent.

(a) If the requirements precedent specified in Section 4.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as the Parties may agree to in writing, USAID may terminate this Agreement by written notice to the Grantee.

(b) If the requirements precedent specified in Section 4.2 have not been met within such time periods as may be agreed upon in writing by the Parties, USAID may terminate this Agreement by written notice to the Grantee.

ARTICLE V. Disbursement

SECTION 5.1. Disbursement of the Grant. At such time as the Parties may mutually agree, and upon satisfaction of the requirements precedent set forth in Section 4.2 of this Agreement, USAID will deposit, from Grant proceeds, a

“Performance Disbursement” in the bank account or accounts designated by the Grantee, pursuant to Section 4.1(b), in the amount agreed by USAID.

SECTION 5.2. Date of Disbursement. The disbursement will be deemed to occur on the date USAID makes such deposit, in accordance with Section 5.1.

SECTION 5.3. Terminal Date for Disbursement. No disbursements of Grant proceeds by USAID shall be made after September 30, 2007, except as the Parties may otherwise agree in writing.

ARTICLE VI. Use of Grant Proceeds

SECTION 6.1. Agreed Uses. The Parties agree that the Grant proceeds will be used, subject to the restrictions of Section 7.2 below, and subject to any clarification as may be provided in Implementation Letters, for any or all of the following purposes:

- (a) to procure commodities and related services of U.S. source and origin, as defined by USAID; and
- (b) to repay debts of the Grantee, either owed to or guaranteed by the United States of America; provided, however, that, except as the Parties may otherwise agree in writing, Grant proceeds used for the purpose stated in Section

6.1(b) hereof shall not exceed twenty-five percent (25%) of the total amount of Grant proceeds provided to the Grantee by USAID under the terms of this Agreement.

ARTICLE VII. Special Covenants

SECTION 7.1. Accounting for Grant Proceeds. The Parties agree on the following applicable procedures:

(a) Grant proceeds will be deposited into an interest-bearing bank account established by the Grantee solely for the receipt of this cash disbursement assistance from USAID, together with any interest earned on such Grant proceeds. Such proceeds may not be commingled with other funds from whatever source. Any interest earned on such account will be treated as though it were principal (i.e., Grant proceeds) received under the terms of this Agreement.

(b) The Grantee will maintain documents, in accordance with generally accepted accounting principles and practices, concerning the dollar bank account and the use of Grant proceeds, and will make such documents available for quarterly reviews and annual audit by USAID or its designees for the period of the Grant and up to three years following the date of the last disbursement from the account referred to in this Section.

SECTION 7.2. Prohibited Uses; Replenishment of Proceeds. Grant proceeds may not be used to finance the import of ineligible commodities including commodities for military or paramilitary purposes, surveillance equipment, abortion equipment, luxury goods and gambling equipment, or weather modification equipment; nor may Grant proceeds be used to cover the service of debt known to have been incurred to finance the aforementioned ineligible commodities or for any military purpose; nor may Grant proceeds be used for purposes other than those authorized pursuant to Section 6.1. The Grantee agrees to redeposit to the bank account described in Section 7.1 of this Agreement U.S. Dollars equal to the amount of any Grant proceeds used for purposes prohibited under this Section, plus any interest that would have been otherwise earned on such proceeds, and to treat such redeposited amounts as though they were principal (i.e., Grant proceeds) and interest received under the terms of this Agreement.

SECTION 7.3. Local Currency Account.

(a) In the event that local currency is generated as a result of the expenditure of Grant funds (i.e. through the sale of imported commodities to the private sector or to a quasi-private entity), the Grantee will establish a separate

account (the "Local Currency Account") in the Central Bank of Egypt, and will deposit such currency into the account. Such funds, so deposited in the Local Currency Account, shall not be commingled with any other funds from whatever source and shall be used to support the general budgetary requirements of the Grantee.

(b) The Grantee shall make such deposits to the Local Currency Account as required by Section 7.3(a) of this Agreement at such times and in such amounts in accordance with the requirements stipulated in an Implementation Letter.

(c) The Grantee shall make such deposits to the Local Currency Account at the daily average closing selling rate for transfers as determined by the Free Market Central Chamber for the last business day immediately preceding the date determined for computing the amount of the Local Currency deposit to be made, as stipulated in an Implementation Letter.

(d) The Grantee will maintain, or cause to be maintained, in accordance with generally accepted accounting principles, documents in support of deposits to and expenditures from the Local Currency Account. Such documents will be available for review and audit by USAID, or its designees, for the period of the Grant, and up to three years following the last disbursement from the Local

Currency Account made in accordance with the provisions of this Agreement.

(e) Local Currency Account funds, if any, not used in accordance with the foregoing will be replenished by the Grantee from its own resources.

SECTION 7.4. Taxation and Duties. This Agreement and the Grant funds will be free from any taxation or fees imposed under laws in effect in the Arab Republic of Egypt. No Grant proceeds shall be used to pay taxes, customs duties or other fees applied by Egyptian authorities to commodities funded with Grant proceeds.

SECTION 7.5. Reporting. Except as the Parties may otherwise agree in writing, the Grantee will furnish USAID with a quarterly report on uses of Grant proceeds and the status of the designated bank account, pursuant to Section 7.1 of this Agreement, and quarterly reports on the status of the local currency Special Account activity, pursuant to Section 7.3 of this Agreement. Additional reporting requirements and formats will be established in Implementation Letters.

SECTION 7.6. Evaluation. The Parties agree to establish an evaluation program as part of the Agreement. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Agreement, and at one or more points thereafter:

- (a) evaluation of progress toward attainment of the objectives of the Agreement;
- (b) identification and evaluation of problem areas or constraints which may inhibit such attainment;
- (c) assessment of how such information may be used to help overcome such problems; and
- (d) evaluation, to the degree feasible, of the overall development impact of the Agreement.

SECTION 7.7. Consultations. The Parties shall periodically consult on implementation of this Agreement.

ARTICLE VIII. Miscellaneous

SECTION 8.1. Implementation Letters. USAID may from time to time issue Implementation Letters elaborating on terms of this Agreement, further describing applicable procedures, or recording agreement of the Parties on details of implementation.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the A.R.E. will be represented by the individual holding or acting in

the Office of the Minister of State for Foreign Affairs and/or the Administrator of the Department for Economic Cooperation with U.S.A., International Cooperation Sector, and USAID will be represented by the individual holding or acting in the Office of Director, USAID/Egypt, each of whom, by written notice, may designate additional representatives for all purposes other than signing formal amendments to the Agreement or revising the Objective or Results. However, the individual holding or acting in the office of the Minister of State for Foreign Affairs, by written notice, shall be entitled to designate representatives for all purposes. The names of the representatives of the A.R.E., with specimen signatures, will be provided to USAID, which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Communications. Any notice, request, document, or other communication submitted by either of the parties to the other under this Agreement will be communicated by letter mail, registered mail, telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following addresses, as applicable:

To the Arab Republic of Egypt:

To the GOE:

Ministry of Foreign Affairs
Department for Economic Cooperation with the U.S.
48-50 Abdel Khalik Tharwat Street
5th Floor, Cairo, Egypt

To USAID:

USAID
Plot 1/A
Off El-Laselki Street,
New Maadi,
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.4. Amendment. This Agreement may be amended by the execution of written amendments by the authorized representatives of both the Parties designated in Section 8.2 above.

SECTION 8.5. Language of Agreement. This Agreement is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version shall prevail.

SECTION 8.6. Effective Date. This Agreement shall enter into force when signed by both Parties hereto.

SECTION 8.7. Ratification. The Grantee will take all necessary actions to complete all legal procedures necessary for ratification of this Agreement, and any amendments hereto, and will notify USAID as promptly as possible of the fact of such ratification.

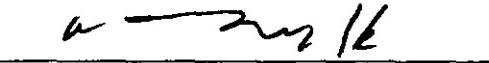
IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: 

NAME: Fayza Aboulnaga

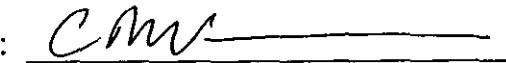
TITLE: Minister of State for
Foreign Affairs

BY: 

NAME: Mohamed Tawfik

TITLE: Director,
Cabinet of the Minister of
State for Foreign Affairs

UNITED STATES OF AMERICA

BY: 

NAME: C. David Welch

TITLE: Ambassador

BY: 

NAME: Kenneth Ellis

TITLE: Director,
USAID/Egypt